

**AMENDMENT NO. \_\_\_\_**  
**to the**  
**INTERCONNECTION AGREEMENT**  
**between**  
**[VERIZON LEGAL ENTITY]**  
**and**  
**[~~CLEC-MCI~~ FULL NAME]**

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and [FULL CLEC NAME], a [CORPORATION/PARTNERSHIP] with offices at [~~CLEC ADDRESS~~ 22001 Loudoun County Parkway, Ashburn, VA 20147] ("\*\*\*CLEC Acronym TXT\*\*\*"), and shall be deemed effective **[FOR CALIFORNIA]** upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date").] **[FOR ALL OTHER STATES:** on \_\_\_\_\_ (the "Amendment Effective Date").] Verizon and \*\*\*CLEC Acronym TXT\*\*\* are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME OF AGREEMENT] (the "State"/"Commonwealth").

**WITNESSETH:**

**NOTE: DELETE THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT HAS USED AN ADOPTION LETTER:**

**[WHEREAS,** Verizon and \*\*\*CLEC Acronym TXT\*\*\* are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [INSERT DATE] (the "Agreement"); and]

**NOTE: INSERT THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT USED AN ADOPTION LETTER:**

**[WHEREAS,** pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), \*\*\*CLEC Acronym TXT\*\*\* adopted in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

**WHEREAS,** the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS,** pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to provisions of the TRO as set forth herein; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the TRO Attachment and the Pricing Exhibit to the TRO Attachment attached hereto. The TRO Attachment and the Pricing Exhibit to the TRO Attachment shall apply notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after Amendment Effective Date. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit the Parties'~~Verizon's~~ rights to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the [\*\*\*State Commission TXT\*\*\*], the FCC, any court or any other governmental authority related to, concerning, or that may affect ~~Verizon's~~ either Parties' obligations or rights under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit"), and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed provisions shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted, and for the duration of such stay the original provisions of the Agreement shall remain in effect as if they were not amended by this Amendment. Should the D.C. Circuit or the United States Supreme Court reverse or vacate any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed

or vacated provisions shall be voidable at the election of either Party, and the original provisions of the Agreement shall become effective as if they had not been amended by this Amendment.

~~4.27.~~ Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

\*\*\*CLEC Full Name TXT\*\*\*

VERIZON\*\*\*IF Verizon Company Full Name 2 TXT  
!= "\*\*\*\*

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[FOR CALIFORNIA, FLORIDA AND PENNSYLVANIA ONLY, ADD:]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TRO Attachment

## 1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment (but subject to Section 1.3 of this Attachment), or any Verizon tariff or SGAT, ~~-(a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs eCommingle with wholesale services ("Commingle"), to \*\*\*CLEC Acronym TXT\*\*\* under the terms of the eAmended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingle to \*\*\*CLEC Acronym TXT\*\*\* to the extent that provision of access to such UNEs, Combinations, or Commingle is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~

1.2 Use of Network Elements.

- 1.2.1 \*\*\*CLEC Acronym TXT\*\*\* may use any Network Element or any Combination to provide any feature, function, capability, or service option that such Network Element or Combination is capable of providing. Except as set forth in Section 3.6.2.2 of this Attachment as it applies to high-capacity EELs, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, Network Elements for the service \*\*\*CLEC Acronym TXT\*\*\* seeks to offer.
- 1.2.2 When purchasing access to a Network Element or to a feature, function, or capability of a Network Element, \*\*\*CLEC Acronym TXT\*\*\* is entitled to exclusive use of that Network Element or of the feature, function or capability of that Network Element. \*\*\*CLEC Acronym TXT\*\*\*'s purchase of access to a Network Element does not relieve Verizon of the duty to maintain, repair, or replace the Network Element.
- ~~1.2.2.3 \*\*\*CLEC Acronym TXT\*\*\* may not access a Network Element or Combination for the sole purpose of providing Non-qualifying services. \*\*\*CLEC Acronym TXT\*\*\* may, however, use a Network Element or Combination to provide Non-qualifying services as long as it accesses or uses the same Network Element for a qualifying purpose. For the purposes of this Section [1.2], "Non-qualifying Service" means a service that is NOT a Qualifying Service (including, but not limited, long distance voice services and data services provided on an interexchange basis). \*\*\*CLEC Acronym TXT\*\*\* may use a UNE, a Combination, or Commingle only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingle to \*\*\*CLEC Acronym TXT\*\*\*.~~
- 1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, if the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in the Amended Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Amended Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the dispute

~~resolution provisions of the Amended Agreement to the extent Verizon is required by a change in Applicable Law to provide to \*\*\*CLEC Acronym TXT\*\*\* pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to \*\*\*CLEC Acronym TXT\*\*\* as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff, or, in the absence of an applicable Verizon tariff, as mutually agreed in writing by the Parties.~~

- 1.4 Verizon reserves the right to argue in any proceeding before the [\*\*\*State Commission TXT\*\*\*], the FCC, or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) ~~should not be~~ is not a Network Element under 47 U.S.C. § 251(c)(3), (b) ~~should is not be~~ is not a Network Element ~~that~~ that Verizon is required by 47 U.S.C. § 251(c)(3) to provide to \*\*\*CLEC Acronym TXT\*\*\*, or (c) ~~should is be~~ is an item that Verizon is not required to offer to \*\*\*CLEC Acronym TXT\*\*\* at the rates set forth in the Amended Agreement. \*\*\*CLEC Acronym TXT\*\*\* reserves the right to argue in any proceeding before the [\*\*\*State Commission TXT\*\*\*], the FCC, or another governmental body of competent jurisdiction that an item whether or not identified in the Agreement or this Amendment as a Network Element: (a) should be considered a Network Element for which unbundled access should be required under 47 U.S.C. § 251(c)(3); or (b) should be made available by Verizon on an unbundled basis either pursuant to 47 U.S.C. §§ 251 or 271 or applicable state law.

- 1.5 **Non-Discriminatory Provision of Network Elements.** Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon shall offer Network Elements to \*\*\*CLEC Acronym TXT\*\*\* at rates and on terms and conditions that are just, reasonable, and non-discriminatory. Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with Network Elements, as well as access to Network Elements, of at least the same level of quality as Verizon provides itself, its customers, subsidiaries, or Affiliates, or any third party. If Verizon denies \*\*\*CLEC Acronym TXT\*\*\* access to any Network Element based on a claim that it is not Technically Feasible, Verizon shall have the full burden of proving that the provision of the Network Element or access to the Network Element is not Technically Feasible. To the extent Verizon proves technical infeasibility, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* alternative suitable arrangements that (i) do not impair \*\*\*CLEC Acronym TXT\*\*\*'s ability to provide services and (ii) are technically equivalent to, and subject to the same terms and conditions as, the access initially sought by \*\*\*CLEC Acronym TXT\*\*\*.

1.5.1 Verizon shall permit \*\*\*CLEC Acronym TXT\*\*\* to connect \*\*\*CLEC Acronym TXT\*\*\*'s facilities, or facilities provided to \*\*\*CLEC Acronym TXT\*\*\* by third parties, with each of Verizon's Network Elements or Combinations at any Technically Feasible point designated by \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* may, at its option, designate any Technically Feasible method of access to Network Elements.

1.5.2 Unless expressly set forth in this TRO Attachment or the Agreement, Verizon shall not impose any pre-conditions, conditions, limitations, or restrictions (including, but not limited to, certifications and audits) upon \*\*\*CLEC Acronym TXT\*\*\*'s ability to access Network Elements or Combinations of Network Elements.

- 1.6 For each Network Element, Verizon shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect/Light Distribution frame panel or a Main Distribution Frame, or other location) acceptable to \*\*\*CLEC Acronym TXT\*\*\*, and (ii) if necessary, access to the demarcation point.

## 2. TRO Glossary

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

### 2.1 Call-Related Databases.

Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

### 2.2 Combination.

The provision of unbundled Network Elements in combination with each other, including, but not limited to, the Loop and Switching Combinations (also known as Network Element Platform or UNE-P) and the Combination of Loops and Dedicated Transport (also known as an EEL).

### 2.3 Commingling.

The connecting, attaching, or otherwise linking of a Network Element, or a Combination of Network Elements, to one or more facilities or services that \*\*\*CLEC Acronym TXT\*\*\* has obtained at wholesale from Verizon pursuant to any other method other than unbundling under Section 251(c)(3) of the Act, or the combining of a Network Element, or a Combination of Network Elements, with one or more such facilities or services. "Comingle" means the act of Commingling

### 2.2.4 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or ~~wWire eCenters, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ Dark fiber facilities between (i) a Verizon ~~wWire eCenter~~ or switch and (ii) a switch or ~~wWire eCenter~~ of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dark Fiber Transport.

### 2.3.5 Dedicated Transport.

A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or ~~wWire eCenters~~, within a LATA, that is dedicated to a particular end user or carrier ~~and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or ~~wWire eCenter~~ of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dedicated Transport.

### 2.4.6 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

### 2.5.7 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

#### 2.62.8 DS1 Loop.

A digital ~~transmission channel~~Loop suitable for the transport of 1.544 Mbps digital signals. ~~that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-1 Loop requires the electronics necessary to provide the DS-1 transmission rate.

#### 2.72.9 DS3 Loop.

A digital ~~transmission channel~~Loop suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) ~~that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-3 Loop requires the electronics necessary to provide the DS-3 transmission rate.

#### 2.82.10 Enterprise Switching.

Local Switching ~~or Tandem Switching~~ that, if provided to \*\*\*CLEC Acronym TXT\*\*\* would be used for the purpose of serving \*\*\*CLEC Acronym TXT\*\*\*'s customers using DS1 or above capacity Loops.

#### 2.92.11 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving ~~w~~Wire ~~e~~Center and a remote terminal or feeder/distribution interface.

#### 2.102.12 FTTH Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises.

#### 2.112.13 House and Riser Cable.

A distribution facility in Verizon's network, other than in a FTTH Loop, between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the ~~D~~demarcation ~~P~~point for such facility, that is owned and controlled by Verizon.

#### 2.122.14 Hybrid Loop.

A ~~local~~Loop composed of both fiber optic cable and copper wire or cable.

#### 2.132.15 Line Sharing.

The process by which \*\*\*CLEC Acronym TXT\*\*\* provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a

complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned and controlled by Verizon.

## 2.16 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a Copper Loop and a second competitive LEC provides xDSL service over the HFPL of the same Loop.

## 2.142.17 Local Switching.

The line-side, and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card). Local Switching (sometimes referred to as "Local Circuit Switching") is the Network Element described as:

(i) Local Switching encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks.

(ii) Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any Technically Feasible customized routing functions.

## 2.18 Loop.

A transmission facility between a distribution frame (or its equivalent) in Verizon's Wire Center and the loop demarcation point (marking the end of Verizon's control of the Loop) at a customer premises, including inside wire owned by Verizon. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises.

## 2.152.19 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and that is provided to \*\*\*CLEC Acronym TXT\*\*\* to serve \*\*\*CLEC Acronym TXT\*\*\*'s end user customers over DS0 Loops.

2.162.20 Nonconforming ~~Facility~~Element.

Any ~~Network Element or Combination~~ facility that Verizon was providing to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT ~~prior to October 2, 2003~~, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, by operation of ~~either the TRO or~~ a subsequent ~~nonimpairment~~ finding of nonimpairment issued by the [\*\*\*State Commission TXT\*\*\*] or the FCC (other than a finding of nonimpairment that eliminates Verizon's obligation to provide an Network Element or Combination on an unbundled basis on a nationwide or statewide basis; such changes in Verizon's obligations are to be handled by amendment under Section 1.3 of this Attachment and not through the transition periods specified in Section 3.8 of this Attachment. By way of example and not by way of limitation, Nonconforming ~~Facilities~~ Elements may include any of the following: (a) ~~any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport;~~ (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the [\*\*\*State Commission TXT\*\*\*] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; ~~(c) Enterprise Switching;~~ ~~(bd)~~ Mass Market Switching in any market in which the [\*\*\*State Commission TXT\*\*\*] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; ~~(ec)~~ Local Switching subject to the FCC's four-line carve-out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Red 3822-31 (1999) (the "Four-Line Carve Out Rule"); (f) OCN Loops and OCN Dedicated Transport; (g) the Feeder portion of a Loop; (h) Line Sharing; (i) an EEL that does not meet the service eligibility criteria established in the TRO; (j) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon Mass Market Switching as a result of a finding of nonimpairment in the preceding subpart (b); ~~(dk)~~ Signaling that is not provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's Mass Market Switching as a result of a finding of nonimpairment in the preceding subpart (b); and ~~(el)~~ other changes to the scope of Verizon's obligations as expressly provided elsewhere in this Attachment ~~FTTH Loops (lit or unlit) in a new build environment;~~ ~~(m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein;~~ or (n) any facility or class of facilities as to which the [\*\*\*State Commission TXT\*\*\*] or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.

2.172.21 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.182.22 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services and local

data service, and access services, such as digital subscriber line services and high-capacity circuits.

#### 2.192.23      Route.

A transmission path between one of Verizon's ~~w~~Wire ~~e~~Centers or switches and another of Verizon's ~~w~~Wire ~~e~~Centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

#### 2.202.24      Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points.

#### 2.212.25      Sub-Loop for Multiunit Premises Access.

Any portion of a Loop, ~~other than a FTTH Loop,~~ that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. ~~It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable. A point of technically feasible access is any point in the Verizon's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry ("MPOE"), the single point of interconnection, and the feeder/distribution interface.~~

#### 2.222.26      Sub-Loop Distribution Facility.

The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.

#### 2.232.27      Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service. [MCI Comment: Under FCC definitions this is included in local circuit switching – not clear that a separate definition is necessary.]

#### 2.28      Wire Center.

A building or portion thereof that serves as the premises for one or more switches and related facilities.

### **3.      UNE TRO Provisions**

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT, ~~as of October 2, 2003:~~

3.1.1.1 DS1 Loops. Upon \*\*\*CLEC Acronym TXT\*\*\*'s ~~written~~ request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to a DS1 Loop on an unbundled basis ~~under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 54.~~

3.1.1.2 DS3 Loops. Upon \*\*\*CLEC Acronym TXT\*\*\*'s ~~written~~ request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to a DS3 Loop on an unbundled basis ~~under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 54.~~

3.1.1.2.1 Cap on DS3 Loops. \*\*\*CLEC Acronym TXT\*\*\* may obtain on an unbundled basis a maximum of two (2) DS-3 Loops ~~(or two (2) DS-3 equivalents)~~ at any single end user location. Any Loop previously made available to \*\*\*CLEC Acronym TXT\*\*\* at said end user location above the two (2) Loop cap shall as of the Amendment Effective Date be considered a Nonconforming ~~Element~~Facility.

3.1.1.3 Nonimpairment. Without limiting any other rights Verizon or \*\*\*CLEC Acronym TXT\*\*\* may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the [\*\*\*State Commission TXT\*\*\*] or the FCC finds that \*\*\*CLEC Acronym TXT\*\*\* or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location ~~(or class of locations)~~. Any DS1 Loops or DS3 Loops previously made available to \*\*\*CLEC Acronym TXT\*\*\* at the subject end user location shall be considered Nonconforming ~~Facilities-Elements immediately on the effective date of the nonimpairment findings~~ subject to Section 3.8 below and thereafter.

3.1.2 FTTH Loops.

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously was not served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to a FTTH Loop (or

any segment thereof) on an unbundled basis where Verizon has deployed ~~the subject~~ Loop parallel to, or in replacement of, an existing copper Loop; provided, however, unless Verizon retires the copper Loop pursuant to Section [3.1.5], Verizon must (i) maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH Loop and (ii) provide \*\*\*CLEC Acronym TXT\*\*\* nondiscriminatory access to that copper Loop on an unbundled basis, upon \*\*\*CLEC Acronym TXT\*\*\*'s request; provided further, however, that if such a Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops, ~~then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access on an unbundled basis to a 64 kilobits per second transmission path from Verizon's serving ~~w~~Wire ~~e~~Center to the demarcation point at the end user's customer premises capable of voice grade service over the FTTH Loop.

### 3.1.3 Hybrid Loops Generally.

- 3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.
- 3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~as of October 2, 2003,~~ when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with access ~~under the Amended Agreement~~ to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving ~~w~~Wire ~~e~~Center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~as of October 2, 2003,~~ when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision ~~to its customer~~ of "narrowband services," as such term is defined by the FCC, then ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ Verizon shall either (a) provide access ~~under the Amended Agreement~~ to a spare home-run copper Loop serving that customer on an unbundled basis, ~~or in Verizon's sole discretion, or~~ (b) provide access ~~under the Amended Agreement,~~ on an unbundled basis, to an entire Hybrid Loop capable of a voice-grade service (i.e., equivalent to DS0 capacity) transmission path between the main distribution frame (or equivalent) in the

~~end user's serving wire center and the end user's customer premises,~~ using time division multiplexing technology.

- 3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~as of October 2, 2003,~~ \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.1.4 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement, Section 3.1.3 above, or any Verizon tariff or SGAT, if \*\*\*CLEC Acronym TXT\*\*\* requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, ~~as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ provide \*\*\*CLEC Acronym TXT\*\*\* unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

- 3.1.4.1 Verizon will ~~endeavor to~~ provide \*\*\*CLEC Acronym TXT\*\*\* with (i) an existing copper Loop; or (ii) a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where available; or (iii) an unbundled TDM channel on the Hybrid Loop. Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

- 3.1.4.2 ~~Intentionally Left Blank~~~~If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon \*\*\*CLEC Acronym TXT\*\*\*'s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by \*\*\*CLEC Acronym TXT\*\*\* after construction work has started, \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.~~

- 3.1.4.3 Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall ~~not~~ be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or under Applicable Law elsewhere.

- 3.1.5 Retirement of Copper Loops. Prior to retiring any copper Loop that has been replaced with a FTTH Loop, Verizon shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules (which, in part, require Verizon to submit notice of copper Loop retirement no later than nine-one (91) days prior to the planned date of such retirement); and (ii) any applicable requirements of state law. If \*\*\*CLEC Acronym TXT\*\*\* is leasing a copper Loop when Verizon submits its notice pursuant to the foregoing sentence,

Verizon shall also provide \*\*\*CLEC Acronym TXT\*\*\* with a copy of such notice pursuant to the notice provisions of the Amended Agreement.

3.2 Line Sharing and Line Splitting.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

3.2.1 Line Sharing. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

3.2.1.1 New Line Sharing. Verizon shall be under no obligation to provision new Line Sharing arrangements under the Agreement or this Amendment; *provided, however,* that as and to the extent required by ~~47 U.S.C. § 251(c)(3) and 47 C.F.R. Section Part 51.319~~, and subject to Section 3.8.3 below, Verizon ~~offers shall~~ provide new Line Sharing arrangements on a transitional basis as set forth in Sections 3.2.1.2 and 3.2.2 pursuant to rates, terms, and conditions offered by Verizon in a separate agreement that is subject to FCC-prescribed pricing rules.

3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Sub-Loop in place with an end user customer of \*\*\*CLEC Acronym TXT\*\*\* ~~is hereby will be~~ grandfathered at existing rates, provided that \*\*\*CLEC Acronym TXT\*\*\* began providing xDSL service to that end user customer using Line Sharing over that Loop or Sub-Loop prior to October 2, 2003, and only so long as \*\*\*CLEC Acronym TXT\*\*\*, or its successor or assign, has not ceased providing xDSL service to that end user customer at the same location over that Loop or Sub-Loop.

3.2.2 Line Sharing Transition. On or after October 2, 2003, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with the ability to engage in Line Sharing over a copper Loop, between the October 2, 2003 and October 2, 2006, where \*\*\*CLEC Acronym TXT\*\*\* began providing xDSL service to a particular end-user customer on or before October 2, 2004. Beginning on October 2, 2006, Verizon is no longer required to provide \*\*\*CLEC Acronym TXT\*\*\* with the ability to engage in Line Sharing for this end-user customer or any new end-user customer. Between October 2, 2003 and October 2, 2006, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with access to Line Sharing in order to serve Line Sharing customers obtained between October 2, 2003 and October 2, 2004 in the following manner:

(1) During the first year following October 2, 2003, Verizon shall provide access to the high frequency portion of a copper Loop at twenty-five percent (25%) of the state-approved monthly recurring rate for the Loop in effect on that date.

(2) Beginning October 3, 2004 until October 2, 2005, Verizon shall provide access to the high frequency portion of a copper Loop at fifty percent (50%) of the state-approved monthly recurring rate for the Loop in effect on October 2, 2003.

(3) Beginning October 3, 2005 until October 2, 2006, Verizon shall provide access to the high frequency portion of a copper Loop at

seventy-five percent (75%) of the state-approved monthly recurring rate for the Loop in effect on October 2, 2003.

3.2.3 Line Splitting. CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing platform arrangement, or seeking to migrate a Line Sharing arrangement to a Line Splitting configuration using the existing Loop, a Verizon Local Switching Network Element, and the existing central office wiring configuration, may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

3.2.4 Line Conditioning. Verizon shall condition a copper Loop at the request of \*\*\* CLEC Acronym TXT \*\*\* when seeking access to (i) a copper Loop under Section [3.1] of this Attachment or under the Agreement, the high frequency portion of a copper Loop under Section [3.2] of this Attachment, or (iii) a copper Sub-Loop under Section [3.3] of this Attachment, to ensure that the copper Loop or copper Sub-Loop is suitable for providing xDSL services, including those provided over the high frequency portion of the copper Loop or copper Sub-Loop, whether or not Verizon offers advanced services to the end-user customer on that copper Loop or copper Sub-Loop. If Verizon seeks compensation from \*\*\* CLEC Acronym TXT\*\*\* for line conditioning, \*\*\*CLEC Acronym TXT\*\*\* has the option of refusing, in whole or in part, to have the line conditioned; and \*\*\* CLEC Acronym TXT\*\*\*'s refusal of some or all aspects of line conditioning will not diminish any right it may have, under this Section 3.2.4, to access the copper Loop, the high frequency portion of the copper Loop, or the copper Sub-Loop.

3.2.4.1 Line conditioning is defined as the removal from a copper Loop or copper Sub-Loop of any device that could diminish the capability of the Loop or Sub-Loop to deliver high-speed switched wireline telecommunications capability, including DSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

3.2.4.2 Verizon shall recover the costs of line conditioning from \*\*\* CLEC Acronym TXT\*\*\* in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with rules governing nonrecurring costs in Section 51.507(e) of the FCC's rules.

- 3.2.4.3 Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper Loops, and may not restrict its testing to voice transmission only.
- 3.2.4.4 Where \*\*\* CLEC Acronym TXT\*\*\* is seeking access to the high frequency portion of a copper Loop or copper Sub-Loop and Verizon claims that conditioning that Loop or Sub-Loop will significantly degrade, as defined in Section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that Loop or Sub-Loop, Verizon must either:
- 3.2.4.4.1 Locate another copper Loop or copper Sub-Loop that has been or can be conditioned, migrate Verizon's voiceband service to that Loop or Sub-Loop, and provide \*\*\* CLEC Acronym TXT\*\*\* with access to the high frequency portion of that alternative Loop or Sub-Loop; or
- 3.2.4.4.2 Make a showing to the Commission that the original copper Loop or copper Sub-Loop cannot be conditioned without significantly degrading voiceband services on that Loop or Sub-Loop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper Loop or copper Sub-Loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable Line Sharing.
- 3.2.4.5 If, after evaluating Verizon's showing under Section [3.2.4.4.2] above, the Commission concludes that a copper Loop or copper Sub-Loop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that Loop or Sub-Loop to provide advanced services to its own customers without first making available to any requesting telecommunications carrier, including \*\*\*CLEC Acronym TXT\*\*\*, the high frequency portion of the newly conditioned Loop or Sub-Loop.

### 3.3 Sub-Loop.

- 3.3.1 Sub-Loop for Access to Multiunit Premises. ~~As of October 2, 2003, a~~All provisions in the Agreement governing \*\*\*CLEC Acronym TXT\*\*\* access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or in any Verizon tariff or SGAT in effect on the Amendment Effective Date~~prior to October 2, 2003~~. Upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* access to the Sub-Loop for Multiunit Premises Access~~-in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~
- 3.3.1.1 Inside Wire Sub-Loop. ~~In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, u~~Upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* access to a House and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided

in the Agreement. Verizon shall not reserve a House and Riser Cable for \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 \*\*\*CLEC Acronym TXT\*\*\* must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

3.3.1.1.1.1 \*\*\*CLEC Acronym TXT\*\*\* shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, \*\*\*CLEC Acronym TXT\*\*\* shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

3.3.1.1.1.3 \*\*\*CLEC Acronym TXT\*\*\*'s facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that \*\*\*CLEC Acronym TXT\*\*\*'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.

3.3.1.1.1.4 \*\*\*CLEC Acronym TXT\*\*\* shall identify its facilities as those of \*\*\*CLEC Acronym TXT\*\*\*.

3.3.1.1.2 To provide \*\*\*CLEC Acronym TXT\*\*\* with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for \*\*\*CLEC Acronym TXT\*\*\*, (c) secure space for \*\*\*CLEC Acronym TXT\*\*\* in any building, (d) secure access to any portion of a building for \*\*\*CLEC Acronym TXT\*\*\* or (e) reserve space in any building for \*\*\*CLEC Acronym TXT\*\*\*.

3.3.1.1.3 Verizon shall perform cutover of a Customer to \*\*\*CLEC Acronym TXT\*\*\* service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to

\*\*\*CLEC Acronym TXT\*\*\*'s facilities, and Verizon shall determine how to perform such installation. \*\*\*CLEC Acronym TXT\*\*\* shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to \*\*\*CLEC Acronym TXT\*\*\* in accordance with \*\*\*CLEC Acronym TXT\*\*\*'s order for such services.

3.3.1.1.4 If proper \*\*\*CLEC Acronym TXT\*\*\* facilities are not available at the time of installation, Verizon shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.

3.3.1.1.5 Verizon shall perform all installation work on Verizon equipment in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's House and Riser Cable. All \*\*\*CLEC Acronym TXT\*\*\* equipment connected to a House and Riser Cable shall comply with applicable industry standards.

3.3.1.1.6 Verizon shall repair and maintain a House and Riser Cable at the request of \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) \*\*\*CLEC Acronym TXT\*\*\* reports to Verizon a Customer trouble, (b) \*\*\*CLEC Acronym TXT\*\*\* requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then \*\*\*CLEC Acronym TXT\*\*\* shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by \*\*\*CLEC Acronym TXT\*\*\* is not available at the appointed time. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon.

3.3.1.2 Single Point of Interconnection. ~~In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 54, u~~ Upon request by \*\*\*CLEC Acronym TXT\*\*\* and provided that the conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms,

conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

3.3.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases, the House and Riser Cable at the multiunit premises; and

3.3.1.2.2 \*\*\*CLEC Acronym TXT\*\*\* certifies that it will place an order for access to an unbundled Sub-Loop network element ~~under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51~~ via the newly provided single point of interconnection.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ upon site-specific request, \*\*\*CLEC Acronym TXT\*\*\* may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

### 3.4 Unbundled Local Circuit Switching.

3.4.1 General Requirements. Verizon shall provide Mass Market Switching to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, ~~as of October 2, 2003,~~ with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching ~~or Tandem Switching (such as~~ Enterprise Switching) to \*\*\*CLEC Acronym TXT\*\*\*, and any Local Switching or Tandem Switching previously made available to \*\*\*CLEC Acronym TXT\*\*\* shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of ~~the Amendment Effective Date~~ October 2, 2003; and (b) Local Switching subject to the FCC's Four-Line Carve Out Rule is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date.

3.4.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to continue to provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the [\*\*\*State Commission TXT\*\*\*] or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the [\*\*\*State Commission TXT\*\*\*] or the FCC has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and~~

~~47 C.F.R. Part 51.~~ Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~as of October 2, 2003,~~ Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching ~~or Tandem Switching~~ that Verizon is otherwise obligated to make available to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement; *provided, however,* that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ Where Local Switching ~~or Tandem Switching~~ associated with a particular Signaling facility or Call-Related Database is or becomes a Nonconforming Facility, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.4.4 Customized Routing. Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to \*\*\*CLEC Acronym TXT\*\*\*'s FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to \*\*\*CLEC Acronym TXT\*\*\*'s FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by \*\*\*CLEC Acronym TXT\*\*\* customers to the particular outgoing trunks and associated routing tables designated by \*\*\*CLEC Acronym TXT\*\*\*, using FGD protocol, including trunks terminating at OS/DA platforms designated by \*\*\*CLEC Acronym TXT\*\*\*. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to \*\*\*CLEC Acronym TXT\*\*\* as unbundled network elements. In that instance, upon request by \*\*\*CLEC Acronym TXT\*\*\*, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled Network Elements. Where Verizon provides OS/DA services to \*\*\*CLEC Acronym TXT\*\*\* on a resale basis, Verizon shall provide such services at Parity and on a Non-Discriminatory basis.

### 3.5 Unbundled Interoffice Facilities.

3.5.1 General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~as of October 2, 2003:~~ (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement ~~in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51;~~ and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to \*\*\*CLEC Acronym TXT\*\*\* only if \*\*\*CLEC Acronym TXT\*\*\* obtains access to the subject facility in order to provide a "Qualifying Service" on a common carrier basis.

3.5.2 Dedicated Transport. ~~On or after October 2, 2003, n~~Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:~~

3.5.2.1 Upon \*\*\*CLEC Acronym TXT\*\*\*'s ~~written~~ request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party is not Dedicated Transport; and (b) a transmission facility or service that uses an

OCn interface or a SONET interface is not Dedicated Transport. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Nonconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.2 Cap on Dedicated Transport. \*\*\*CLEC Acronym TXT\*\*\* may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) DS3-equivalents, e.g. 336 DS1s) on any single Route on which unbundled transport is otherwise available. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Nonconforming Facility.

3.5.2.3 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the [\*\*\*State Commission TXT\*\*\*] or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to \*\*\*CLEC Acronym TXT\*\*\* on the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.

3.5.3 Dark Fiber Transport. ~~On or after October 2, 2003, n~~Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~and in accordance with, but only to the extent required by, 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 54:~~

3.5.3.1 Upon \*\*\*CLEC Acronym TXT\*\*\*'s ~~written~~ request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Nonconforming Facility under the Amended Agreement.

3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the [\*\*\*State Commission TXT\*\*\*] or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to \*\*\*CLEC Acronym TXT\*\*\* on the subject

Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.

### 3.6 Commingling and Combinations.

- 3.6.1 Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to the conditions set forth in the following Section 3.6.2, Verizon will not prohibit, and hereby permits, the Commingling of an unbundled Network Element or a Combination of unbundled Network Elements obtained under the Agreement or Amended Agreement ~~pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ or under a Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), ~~but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~ Moreover, ~~to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51,~~ Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, perform the functions necessary to Commingling or combine Qualifying UNEs with Qualifying Wholesale Services. Subject to Section 3.8.3 below, the rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; ~~provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements.~~ Verizon shall not deny access to a Network Element or a Combination of Network Elements on the grounds that one or more of the Network Elements (i) is connected to, attached to, linked to, associated with, or combined with, a facility or service obtained from Verizon; or (ii) shares part of Verizon's network with access services or inputs for Non-qualifying Services. When \*\*\*CLEC Acronym TXT\*\*\* purchases Commingled Network Elements and Qualifying Wholesale Services from Verizon, Verizon shall charge \*\*\*CLEC Acronym TXT\*\*\* on an element-by-element and service-by-service rate. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon's performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or under Applicable Law elsewhere. In addition, Verizon shall cooperate fully with \*\*\*CLEC Acronym TXT\*\*\* to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede \*\*\*CLEC Acronym TXT\*\*\*'s ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user perspective. For the avoidance of any doubt, Verizon acknowledges and agrees that the language of this TRO Attachment complies with and satisfies the requirements of Verizon's wholesale and access tariffs with respect to Commingling. Verizon shall not change its wholesale or access tariffs in any fashion that impacts the availability or provision of Commingling under this TRO Attachment or the Agreement, unless Verizon and \*\*\*CLEC Acronym TXT\*\*\* have amended this

TRO Attachment and the Agreement in advance to address Verizon's proposed tariff changes.

3.6.2 Service Eligibility Criteria for High-Capacity Loop/Transport Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT to the contrary:

3.6.2.1 Verizon shall not be obligated to provide:

- 3.6.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with a DS1 or DS3 interoffice access transport services;
- 3.6.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with a DS3 interoffice access transport services;
- 3.6.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination ~~access~~ service;
- 3.6.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination ~~access~~ service; or
- 3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

unless and until \*\*\*CLEC Acronym TXT\*\*\* ~~-(a)~~ certifies in writing (via email or letter) to Verizon that \*\*\*CLEC Acronym TXT\*\*\*'s for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the High-Cap EEL service eligibility criteria set forth in Section 3.6.2.247 C.F.R. § 51.318. Anything to the contrary in this Section 3.6.2 notwithstanding, \*\*\*CLEC Acronym TXT\*\*\* shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual Network Elements. \*\*\*CLEC Acronym TXT\*\*\* must remain in compliance with said service eligibility criteria for so long as \*\*\*CLEC Acronym TXT\*\*\* continues to receive the aforementioned combined or ~~e~~Commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming ~~Element~~Facility subject to the provisions of Section 3.8 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be Nonconforming ~~Facilities~~Elements.

3.6.2.2 High-Cap EEL Service Eligibility Criteria:

3.6.2.2.1 \*\*\*CLEC Acronym TXT\*\*\* has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area. Verizon hereby acknowledges that \*\*\*CLEC Acronym TXT\*\*\* has received state certification sufficient to satisfy this criteria; and

3.6.2.2.2 The following criteria are satisfied for each combined/commingled circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

3.6.2.2.2.1 Each DS1 circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit; and

3.6.2.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 must have at least 28 local voice numbers assigned to it; and

3.6.2.2.2.3 Each DS1 circuit used to provide local call origination service will have 911 or E911 capability prior to the provision of service over that circuit; and

3.6.2.2.2.4 Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of Section [3.6.2.2.3]; and

3.6.2.2.2.5 Each DS1 circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of Section [3.6.2.2.4]; and

3.6.2.2.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, MCI will have at least one active DS1 local service interconnection trunk that meets the requirements of Section [3.6.2.2.4]; and

3.6.2.2.2.7 Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

3.6.2.2.3 A collocation arrangement meets the requirements of this Section [3.6.2.2] if it is:

3.6.2.2.3.1 Established pursuant to section 251(c)(6) of the Act and located at an ILEC premises within the same LATA as MCI's customer's premises, when ILEC is not the collocator; and

3.6.2.2.3.2 Located at a third party's premises within the same LATA as MCI's customer's premises, when ILEC is the collocator.

3.6.2.2.4 An interconnection trunk meets the requirements of this Section [3.6.2.2] if \*\*\*CLEC Acronym TXT\*\*\* will transmit the calling party's number in connection with calls exchanged over the trunk.

3.6.2.3.6.2.3 Each written certification to be provided by \*\*\*CLEC Acronym TXT\*\*\* pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

3.6.2.4 Other than the service eligibility criteria set forth in this Section [3.6.2], Verizon shall not impose terms and conditions, including without limitation, pre-audits and requirements to purchase special access and then convert to EELs, on \*\*\*CLEC Acronym TXT\*\*\*'s purchase of High-Capacity EELs.

[MCI Comment: MCI proposes moving the provisions that deal with Access-to-UNE conversions (formerly Sections 3.6.2.3 through 3.6.2.6) to a new, standalone section (3.9) because conversions do not necessarily only involve EELs.]

3.6.2.3 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.

3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.

~~3.6.2.5~~ All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.

~~3.6.2.6~~ All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.

~~3.6.2.33.6.2.5~~ No more frequently than every twelve (12) calendar months Once per calendar year, Verizon may request, on thirty (30) day advanced written notice, obtain and pay for an independent auditor to audit \*\*\*CLEC Acronym TXT\*\*\*'s compliance in all material respects with the High-Cap EEL service eligibility criteria ~~applicable to EELs~~. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that \*\*\*CLEC Acronym TXT\*\*\* failed to comply with the service eligibility criteria ~~for any DS1 or DS1 equivalent circuit~~, then (i) \*\*\*CLEC Acronym TXT\*\*\* must convert all noncompliant circuits to the appropriate service, true up any difference in payments to the initial date of non-compliance, make the correct payments on a going-forward basis; and (ii) Verizon shall provide to the independent auditor for its verification a statement of Verizon's out-of-pocket costs of complying with any requests of the independent auditor. \*\*\*CLEC Acronym TXT\*\*\* shall then reimburse Verizon for its out-of-pocket costs within thirty (30) days after the auditor's verification of the same. ,reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm \*\*\*CLEC Acronym TXT\*\*\*'s compliance with the service eligibility criteria ~~for each DS1 or DS1 equivalent circuit~~, then \*\*\*CLEC Acronym TXT\*\*\* shall provide to the independent auditor for its verification a statement of \*\*\*CLEC Acronym TXT\*\*\*'s out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse \*\*\*CLEC Acronym TXT\*\*\* for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. \*\*\*CLEC Acronym TXT\*\*\* shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

### 3.6.3 Combinations.

3.6.3.1 \*\*\*CLEC Acronym TXT\*\*\* may, at its option, combine a Network Element with any other Network Element to the extent Technically Feasible. Verizon, however, may not require \*\*\*CLEC Acronym TXT\*\*\* to combine Network Elements.

3.6.3.2 In addition to offering each Network Element individually, Verizon shall, upon \*\*\*CLEC Acronym TXT\*\*\*'s request, perform the

functions necessary to combine Network Elements in any manner, even if those Network Elements are not ordinarily combined in Verizon's network; provided, however, that such Combination (i) is Technically Feasible; and (ii) would not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with Verizon's network. If Verizon denies \*\*\*CLEC Acronym TXT\*\*\* access to any Combination based on a claim that it is not Technically Feasible, Verizon must prove to the Commission that the requested Combination is not Technically Feasible. If Verizon denies \*\*\*CLEC Acronym TXT\*\*\* access to any Combination based on a claim that it would undermine the ability of other carriers to access Network Elements or to interconnect, Verizon must prove to the Commission that the requested Combination would impair the ability of other carriers to obtain access to Network Elements or to interconnect with Verizon's network.

3.6.3.3 Upon \*\*\*CLEC Acronym TXT\*\*\*'s request, Verizon shall perform the functions necessary to combine Network Elements with elements possessed or provided by \*\*\*CLEC Acronym TXT\*\*\* in any Technically Feasible manner.

3.6.3.4 Except when requested by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall not separate requested Network Elements that Verizon currently combines.

### 3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall make all such routine network modifications to, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by \*\*\*CLEC Acronym TXT\*\*\* to the any Loop, Dedicated Transport, or and Dark Fiber Transport facilities used by \*\*\*CLEC Acronym TXT\*\*\* where such Loop, Dedicated Transport, or Dark Fiber Transport facility is already constructed available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Verizon shall perform all routine network modifications to unbundled Loop, Dedicated Transport, and Dark Fiber Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Where facilities are unavailable, Verizon will not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of \*\*\*CLEC Acronym TXT\*\*\*. Routine network modifications applicable to Loops, Dedicated Transport, or Dark Fiber Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; adding a smart jack; adding a line card; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications also include, but are not limited to, activities needed to enable \*\*\*CLEC Acronym TXT\*\*\* to obtain access applicable to Dark Fiber Loops and light Dark Fiber Transport. Routine network modifications may entail include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; or installing

~~equipment casings and routine activities, if any, needed to enable \*\*\*CLEC Acronym TXT\*\*\* to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or the installation of new aerial or buried cable for \*\*\*CLEC Acronym TXT\*\*\* a requesting telecommunications carrier or the placement of new cable.~~

3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall ~~not~~ be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or under Applicable Law elsewhere.

### 3.8 Transitional Provisions for Nonconforming Facilities Elements.

3.8.1 Nonconforming Facilities Elements – Switching. ~~In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ Verizon and \*\*\*CLEC Acronym TXT\*\*\* will abide by the following transitional procedures with respect to Mass Market Switching and Enterprise Switching:

3.8.1.1 Mass Market Switching. Upon a finding by the [\*\*\*State Commission TXT\*\*\*] or the FCC that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the effective date of the [\*\*\*State Commission TXT\*\*\*]'s or FCC's order finding no impairment in a particular market or markets, but not including any days during which such order is stayed, \*\*\*CLEC Acronym TXT\*\*\* shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to \*\*\*CLEC Acronym TXT\*\*\*'s own or a third party's facilities, in accordance with the following schedule: (a) during by the end of month 13, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate one-third of its embedded base of end user customers; (b) during by the end of month 20, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during by the end of month 27, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by the [\*\*\*State Commission TXT\*\*\*] or the FCC shall not be included in the embedded base. For the avoidance of doubt, Mass Market Switching (i) provided under this Amended Agreement to new customers ordering service within the five-month transitional period specified above or (ii) provided for the embedded based during the migration period specified above shall, in either and both cases, be subject to the rates in effect under the Agreement as of the day before the effective date of the order finding no impairment in a particular market or markets.

3.8.1.2 Enterprise Switching. Verizon will provide \*\*\*CLEC Acronym TXT\*\*\* with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to \*\*\*CLEC Acronym TXT\*\*\*. Verizon agrees to continue provisioning Enterprise Switching to \*\*\*CLEC Acronym TXT\*\*\* under the terms of the Amended Agreement during a transitional period, which transitional period shall end on the date that is three (3) months after the Amendment is effective Date. Beginning as of the date on which this Amendment Effective Date ~~set forth in the notice. Beginning January 1, 2004,~~ \*\*\*CLEC Acronym TXT\*\*\* shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to \*\*\*CLEC Acronym TXT\*\*\*'s own or a third party's facilities.

3.8.2 Other Nonconforming FacilitiesElements. With respect to any Nonconforming ~~Facility-Element~~ not addressed in Section 3.8.1 above, Verizon will notify \*\*\*CLEC Acronym TXT\*\*\* in writing as to any particular unbundled facility or element previously made available to \*\*\*CLEC Acronym TXT\*\*\* that is or becomes a Nonconforming ~~ElementFacility~~, as defined herein. Such notice ("Transition Notice") shall identify the type of Nonconforming Element generally, identify and describe the legal authority under which Verizon has determined that it is subject to treatment as a Nonconforming Element, and provide, with respect to each instance of such Nonconforming Element (e.g., such as a circuit, customer location, transport route, geographic market or other granular attribute) specific information identifying each instance of each Nonconforming Element obtained by \*\*\*CLEC Acronym TXT\*\*\*, including without limitation, for each such Nonconforming Element, the Verizon account number; the \*\*\*CLEC Acronym TXT\*\*\* identification number associated with each such Nonconforming Element to the extent contained in Verizon's records; the street address associated with the locations at which each such Nonconforming Element is provided; the CLLI codes associated with the locations at which each such Nonconforming Element is provided, if applicable; and any and all other information reasonably available to Verizon that would help identify, with particularity, each instance of a Nonconforming Element that Verizon intends to have covered by the notice provided under this section.

3.8.2.1 If the Transition Notice identifies a significant number of Nonconforming Elements (e.g., more than one hundred Loops or more than one hundred Dedicated Transport circuits) \*\*\*CLEC Acronym TXT\*\*\* shall have a transition period of ninety (90) days after receipt of the Transition Notice within which to specify one of the Alternate Service Arrangements specified below with respect to each Nonconforming Element. If the Transition Notice does not identify a significant number of Nonconforming Elements (e.g., fewer than one hundred Loops or fewer than one hundred Dedicated Transport circuits) \*\*\*CLEC Acronym TXT\*\*\* shall have a transition period of thirty (30) days after receipt of the Transition Notice within which to specify one of the Alternate Service Arrangements specified below with respect to each Nonconforming Element. In either case, Verizon agrees to continue providing the Nonconforming Elements that are the

subject of the Transition Notice during the applicable transition period (and thereafter to the extent specified for a given Alternative Service Arrangement) under the rates, terms, and conditions of the Agreement, as if the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

3.8.2.2 By the end of the applicable transition period specified in section 3.8.2.1. above, \*\*\*CLEC Acronym TXT\*\*\* shall designate one of the following Alternative Service Arrangements for each Nonconforming Element identified in the Transition Notice.

3.8.2.2.1 Conversion to Access Service: \*\*\*CLEC Acronym TXT\*\*\* may elect to convert a Nonconforming Element to the analogous access service, if available. Where the Nonconforming Elements are converted to an analogous access service, from and after the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order, Verizon shall provide such access services at the rates applicable under the term plan selected by \*\*\*CLEC Acronym TXT\*\*\*, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order. Conversion to an analogous access service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Nonconforming Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order with respect to a particular Nonconforming Element and converts it to the analogous access service, Verizon agrees to continue providing such Nonconforming Element under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

3.8.2.2.2 Conversion to Resale Arrangement: \*\*\*CLEC Acronym TXT\*\*\* may elect to convert a Nonconforming Element to a resale arrangement (either under the Agreement or otherwise), if available. Where the Nonconforming Elements are converted to such a resale arrangement, from and after the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order, Verizon shall provide such resale arrangements under the rates, terms, and conditions applicable under the this Agreement (or if applicable, the relevant Verizon tariff), with the effective bill date being the first day following the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order. Conversion to a resale arrangement shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Nonconforming Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project

basis. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s order with respect to a particular Nonconforming Element and converts it to a resale arrangement, Verizon agrees to continue providing such Nonconforming Element under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

3.8.2.2.3 Conversion to Alternative Verizon Service

Arrangement: \*\*\*CLEC Acronym TXT\*\*\* and Verizon may mutually agree to convert a Nonconforming Element to some other service arrangement (e.g., a separate agreement at market-based or other rates). Conversion to some other service arrangement shall be accomplished via a process to be mutually agreed-upon by the Parties. Until the date on which the conversion is completed per the terms agreed-upon by the Parties, Verizon agrees to continue providing such Nonconforming Element under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based.

3.8.2.2.4 Disconnection of a Nonconforming Element: \*\*\*CLEC

Acronym TXT\*\*\* may elect to disconnect a Nonconforming Element. Disconnection of a Nonconforming Element shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Nonconforming Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Billing for such Nonconforming Element shall cease as of the effective date of disconnect specified by \*\*\*CLEC Acronym TXT\*\*\* in its order (which date shall be no earlier than fifteen (15) days from the date of \*\*\*CLEC Acronym TXT\*\*\*'s order. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s disconnect order with respect to a particular Nonconforming Element, Verizon agrees to continue providing such Nonconforming Element under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based. .

3.8.2.2.5 Transfer of Service to \*\*\*CLEC Acronym TXT\*\*\* or a

Third Party: \*\*\*CLEC Acronym TXT\*\*\* may elect to replace a Nonconforming Element with a service provisioned on \*\*\*CLEC Acronym TXT\*\*\*'s own facilities or those of a third-party. With respect to such Nonconforming Elements, Verizon shall cooperate fully with \*\*\*CLEC Acronym TXT\*\*\* to accomplish a seamless transition that does not affect service quality, availability, or performance from the end user perspective. Verizon and \*\*\*CLEC Acronym TXT\*\*\*

shall use commercially reasonable efforts to expedite the preparation of the relevant facilities or the applicable third-party facilities to meet the transition schedules. Until the date on which Verizon processes \*\*\*CLEC Acronym TXT\*\*\*'s transfer order with respect to a particular Nonconforming Element, Verizon agrees to continue providing such Nonconforming Element under the rates, terms, and conditions of the Agreement, as the same were in effect as of the day before the effective date of the legal authority on which the Transition Notice is based, provide that to the extent undue delays in the transfer process are attributable to \*\*\*CLEC Acronym TXT\*\*\* or the third-party, Verizon shall have the right to obtain an equitable adjustment in the rates payable by \*\*\*CLEC Acronym TXT\*\*\* for all time periods resulting from such undue delays.

- 3.8.2.3 At the end of the applicable transition period specified in 3.8.2.2, if \*\*\*CLEC Acronym TXT\*\*\* has not designated an Alternative Service Arrangement for a Nonconforming Element listed in the Transition Notice, Verizon may convert such Nonconforming Elements to an analogous access service, if available, and provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the applicable transition period; provided that if no analogous access service is available, Verizon may disconnect such Nonconforming Elements.

~~The Parties acknowledge that such notice was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities. During a transitional period of thirty (30) days from the date of such notice, Verizon agrees to continue providing the Nonconforming Facilities addressed in the subject notice(s) to \*\*\*CLEC Acronym TXT\*\*\* under the terms of the Amended Agreement. At the end of that thirty (30) day period, unless \*\*\*CLEC Acronym TXT\*\*\* has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall, subject to Section 3.8.3 below, convert the subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as \*\*\*CLEC Acronym TXT\*\*\* may have separately secured from Verizon (e.g., a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if \*\*\*CLEC Acronym TXT\*\*\* has not separately secured from Verizon, subject to Section 3.8.3 below, a substitute service within such thirty (30) day period, then Verizon may disconnect the Nonconforming Facilities; and provided, further, that with respect to any dark fiber facility that, pursuant to the terms of this Amendment, is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and provided further, that unless \*\*\*CLEC Acronym TXT\*\*\*, subject to Section 3.8.3 below, has separately secured from Verizon a suitable transitional services agreement for such dark fiber facilities within that ninety (90) day period, Verizon may disconnect the Nonconforming Facility in question. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall, subject to Section 3.8.3 below, provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. \*\*\*CLEC Acronym TXT\*\*\* shall pay all applicable termination charges, if any, for any Nonconforming Facilities that \*\*\*CLEC Acronym TXT\*\*\* requests Verizon to~~

~~disconnect, or that Verizon disconnects as permitted by terms of this Amendment or otherwise.~~

- 3.8.3 Limitation With Respect to Substitute Services. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent a Nonconforming ~~Element~~Facility is replaced, in whole or in part, by a service, facility, or arrangement that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide, including without limitation an analogous access service (a "Substitute Service"), any negotiations regarding the rates, terms or conditions of such Substitute Service shall not be deemed to have been conducted pursuant to this Amended Agreement or 47 U.S.C. § 252(a)(1) (or 47 C.F.R. Part 51), and the rates, terms, and conditions of any such Substitute Service shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Verizon does not agree to negotiate pursuant to 47 U.S.C. § 252(a)(1) the rates, terms, or conditions of any Substitute Service. Any reference in this Amended Agreement to Verizon's provision of a service that Verizon is not required by 47 U.S.C. § 251(c)(3) ~~or and~~ 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed in a manner contrary to this Section 3.8.3.

### 3.9 Conversion of Network Elements and Services.

*[MCI Comment: Sections 3.9.1 through 3.9.4 are initially Verizon-proposed sections moved to this location from former Sections 3.6.2.3 through 3.6.2.6 to address conversions separately from Combinations/Commingling. Conversions could be of special access loops to UNE loops alone without involving loop/transport Combinations.]*

- 3.9.1 The charges for conversions are as specified in the Pricing ~~Exhibit~~Attachment to this ~~TRO Attachment Amendment~~ and apply for each circuit converted.
- 3.9.2 Until such time as Verizon ~~and \*\*\*CLEC Acronym TXT\*\*\* mutually agree on an automated~~ implements its ASR-driven conversion process ~~in the East,~~ conversion of access circuits to unbundled Network Elements will be performed manually ~~on a project basis pursuant to Verizon's conversion guidelines.~~ The effective bill date for conversions is the first of the month following Verizon's receipt of a written request from \*\*\*CLEC Acronym TXT\*\*\* reasonably identifying the circuits or other facilities that are the subject of the conversion request ~~n accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.~~
- 3.9.3 ~~All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.~~ Intentionally Left Blank
- 3.9.4 ~~For so long as All~~ requests for conversions ~~will be~~ handled via a manual process as a project, ~~they and~~ will be excluded from all ordering and provisioning metrics.
- 3.9.5 Upon \*\*\*CLEC Acronym TXT\*\*\*'s request, Verizon shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or Combination of Network Elements, that is available to \*\*\*CLEC Acronym TXT\*\*\* under this TRO Attachment or the Amended Agreement. Unless otherwise agreed to in writing by the Parties, such conversion shall be

completed in a manner so that the correct Charge is reflected on the next billing cycle after \*\*\*CLEC Acronym TXT\*\*\*'s request.

3.9.6 Verizon shall perform any conversion from a wholesale service or group of wholesale services to a Network Element or Combination of Network Elements without adversely affecting the service quality perceived by \*\*\*CLEC Acronym TXT\*\*\*'s customer.

3.9.7 In connection with any conversion between a wholesale service or group of wholesale services and a Network Element or Combination of Network Elements, Verizon shall not impose any untariffed termination charges. Further, Verizon shall not impose any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a Network Element or Combination of Network Elements.

3.9.8 Pricing ~~Attachment~~Exhibit to the TRO ~~Amendment~~Attachment

1. General

1.1 As used in this Pricing Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing ~~Attachment~~Exhibit and in the Amended Agreement (including any cross references therein to applicable tariffs, ~~if any~~). ~~Parties intend that the Charges set forth in Exhibit A reflect the rates and charges required or approved by the [\*\*\*State Commission TXT\*\*\*] or the FCC. The Charges set forth in Exhibit A of this Pricing Exhibit shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. For Charges rate elements~~ provided in Exhibit A of this Pricing Attachment that do not include a specific rate~~Charge, if any~~, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. ~~When Verizon finishes developing such a Charge, Verizon shall notify \*\*\*CLEC Acronym TXT\*\*\* in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to \*\*\*CLEC Acronym TXT\*\*\* pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to \*\*\*CLEC Acronym TXT\*\*\* and thereafter.~~

~~1.3~~In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the [\*\*\*State Commission TXT\*\*\*] or the FCC (including, but not limited to, in a tariff that has been filed with the [\*\*\*State Commission TXT\*\*\*] or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.

~~1.4~~1.3 In the absence of Charges for a Service established pursuant to Sections 1.2 ~~through 1.3~~ of this ~~Pricing Exhibit~~Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing. Within thirty (30) days after the Amendment Effective Date, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* the cost data necessary to establish a Charge where a specific rate for such Charge is not reflected in Exhibit A so that the Parties may negotiate a mutually agreeable rate. If after sixty (60) days after the Amendment Effective Date, the Parties have not mutually agreed to such Charge(s), then either Party may seek resolution and determination of such Charge(s) with the \*\*\*State Commission TXT\*\*\*.

